

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SAMUEL BRADLEY,

Plaintiff,

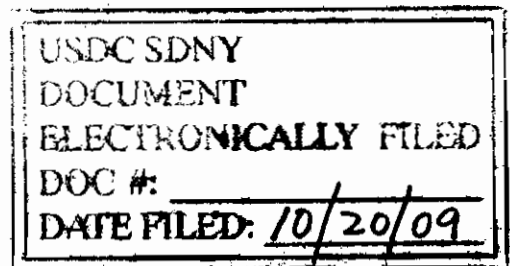
-against-

CITY OF NEW YORK, AURCLIEN JEANTY, TODD
RAGNI, DEBRA EAGER, PETER ALSTON, JEREMIAH
WILLIAMS, MICHAEL PERRY, and JOHN and JANE
DOE I through 10, individually and in their official
capacities, (the names John and Jane Doe being fictitious,
as the true names are presently unknown),

Defendants.
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**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

08 CV 6703 (RJH)(KNF)



WHEREAS, plaintiff commenced this action by filing a complaint, on or about
July 28, 2008, alleging violations of his federal rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, defendants served plaintiff SAMUEL BRADLEY with a Rule 68
Offers of Judgment on or about May 1, 2009; and

WHEREAS, plaintiff accepted defendants' Rule 68 Offer of Judgment on May 6,
2009;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs "2" through "4" below.

2. Defendant City of New York hereby agrees to pay plaintiff SAMUEL BRADLEY the sum of Thirty-Five Thousand and One Dollars (\$35,001.00) in full satisfaction of all claims against defendants. In consideration for the payment of the sum of Thirty-Five Thousand and One Dollars (\$35,001.00), plaintiff Bradley agrees to dismissal of all the claims against all defendants, and to release all defendants, CITY OF NEW YORK, AURCLIEN JEANTY, TODD RAGNI, DEBRA EAGER, PETER ALSTON, JEREMIAH WILLIAMS and MICHAEL PERRY, any present or former employees or agents of the City of New York or any agency thereof from any and all liability, claims, or rights of action arising from or that could have arisen from and contained in the complaint in this action, including any and all claims that could be brought, by plaintiff or by plaintiff's present or former counsel, for costs, expenses and attorneys fees.

3. Plaintiff has assigned his rights to attorneys' fees, expenses and costs to his attorneys, Leventhal & Klein, LLP.

4. Defendant City of New York hereby agrees to pay Leventhal & Klein, LLP, counsel for plaintiff Samuel Bradley, the sum of Seventeen Thousand, Six-Hundred and Seventy-Six Dollars and Fifty Cents (\$17,676.50), as reasonable attorneys' fees, expenses and costs to May 1, 2009. Counsel for plaintiff hereby agrees and represents that no further claim for attorneys' fees, costs or expense arising out of this action shall be made by or on behalf of plaintiff Samuel Bradley in any application for attorneys' fees, costs or expenses at any time in the future.

5. In consideration of the payments specified in paragraphs "2" through "4", Plaintiff Samuel Bradley and his attorneys, Leventhal & Klein, LLP, hereby agree to waive any claim of post-judgment interest.

6. Plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs "2" through "5" above and an Affidavit Concerning Liens.


7. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
October 15 2009

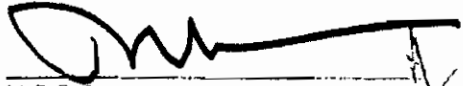
LEVENTHAL & KLEIN, LLP
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By: 
Jason Leventhal (JL 1067)

MICHAEL A. CARDOZO
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City of New York
Attorney for Defendants
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New York, New York 10007
(212) 227-0414

By: 
KARL J. ASHANTI (KA4547)
Assistant Corporation Counsel

SO ORDERED:


U.S.D.J. 10/19/09